

ARTICLE 3

ELIGIBILITY FOR BENEFITS

3.1. Elimination Period

A Participant who sustains a Disability shall, subject to the provisions of the Plan, become eligible to receive the benefit described in Section 4.1 only after such Disability shall have continuously existed for a period of one hundred eighty (180) days.

Successive periods of Disability separated by less than ninety (90) consecutive days of active work on a full-time basis shall be considered one period of Disability, unless the subsequent Disability is due to an illness or injury entirely unrelated to the cause of the previous Disability, and commences after return to active work with the Company on a full-time basis for at least one day.

3.2. Disability Determination

Pursuant to procedures established by the Plan Administrator, a determination shall be made whether a Disability exists with respect to a Participant on the basis of objective medical evidence.

3.3. Exclusions and Limitations

No Participant shall be entitled to a Disability benefit if his or her Disability arises out of, relates to, is caused by or results from the following:

**PLAN-0072**

- A) an intentionally self-inflicted injury;
- B) an illness or injury to which a contributing cause was his or her commission or attempted commission of a felony, or his or her engagement in an illegal occupation;
- C) an illness or injury due to war or any act of war, declared or undeclared, insurrection, rebellion or participation in a riot;
- D) an illness or injury for which he or she is not under the regular and continuous care and treatment of a Physician, unless such regular and continuous care and treatment are not medically indicated given the nature of Disability;
- E) injuries resulting from the acts or omissions of another person or organization except as provided in Section 4.3;
- F) service in the Armed Forces of any country or international authority;
- G) any condition or symptoms related thereto, for which the Participant received medical care, consultation, attention, advice or treatment (including taking prescribed medicines or drugs) in the six (6) month period immediately prior to the most recent effective date of his or her participation in the Plan, provided, however, that this subsection shall cease to apply to a Participant on a date which is the earlier of i) the end of a six (6) consecutive-months period during

- F) the date his or her employment terminates;
- G) the date the Plan is discontinued.

which no medical care, consultation, attention, advice or treatment (including taking prescribed medicines or drugs) was received for such condition and he or she was a Participant in the Plan, or ii) the end of a twelve (12) consecutive-months period during which he or she has been actively at work for the Company and a Participant in the Plan; this limitation shall be waived if the Employee becomes a participant on or before January 1, 1985.

Disability benefits shall not be payable for any period during which the Participant is confined in a penal or correctional institution due to conviction of a criminal offense.

Disability benefits shall be payable only if the Disability commences while the Participant is participating in the Plan.

#### 3.4 Rehabilitative Employment

Anything in the Plan to the contrary notwithstanding, a disabled Participant eligible to receive Disability benefits may, with the prior approval of the Plan Administrator, and without affecting his or her continued eligibility for such benefits, engage in an occupation or employment for wage or profit if the Plan Administrator finds that rehabilitation or therapy is the purpose of such occupation or employment.

**ARTICLE 4**  
**DISABILITY BENEFITS**

**4.1 Amount of Benefit**

The monthly benefit amount under the Plan shall be the lesser of i) sixty percent (60%) of the Participant's monthly covered Basic Salary, or ii) six thousand dollars (\$6,000), subject to the reduction specified in Section 4.2.

For any period for which benefits are payable under the Plan, and which is less than a full month, the amount of the benefit payment for each day shall be one-thirtieth (1/30) of the amount of the monthly benefit.

**4.2 Reduction of Benefits**

The benefit set forth in section 4.1 shall be reduced by the amount of any of the following benefits which are available, for the same period of Disability, to the Participant or his or her legal representative, except that, in no event, shall the benefit be less than \$50 per month.

- A) Primary and dependent disability and old age retirement benefits under the Federal Social Security Act, as now or hereafter in effect; provided, however, that after the initial deduction for such benefits, the monthly benefit shall not be further reduced by the amount of any increase in benefits, as may thereafter become effective during a period for which disability benefits are payable, and which is due to a cost-of-living adjustment pursuant to Section 230, Title II of the Act;
- B) disability benefits under a state disability fund or a Company plan established in lieu thereof;
- C) benefits under any Workers' Compensation Law, Occupational Disease Law, Employer's Liability Law, or any other legislation of similar purpose, whether paid periodically or in a lump sum;
- D) benefits under any plan, fund or other arrangement, by whatever name called, providing disability or retirement benefits pursuant to any compulsory benefit act or law of any federal, state or provincial government;
- E) disability benefits under any other Company sponsored or Company-funded plan; and
- F) benefits under a Company-sponsored retirement plan.

**PLAN-0075**

To the extent that the benefits described in paragraphs A) through F) are payable for less than a full month, the Plan benefit as set forth in Section 4.1 shall be reduced by one-thirtieth (1/30) of the amount of the monthly benefit.

In the event that a Participant either fails to apply for, elects to defer, or fails to request any of the benefits, as set forth in this section, which would serve to reduce the Plan benefit, the Plan Administrator shall use, for the purpose of determining the reduction in payments under this Plan, the benefit that would have been paid had the Participant made application for, and

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- C) benefits under any Workers' Compensation Law, Occupational Disease Law, Employer's Liability Law, or any other legislation of similar purpose, whether paid periodically or in a lump sum;
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**PLAN-0076**

To the extent that the benefits described in paragraphs A) through F) are payable for less than a full month, the Plan benefit as set forth in Section 4.1 shall be reduced by one-thirtieth (1/30) of the amount of the monthly benefit.

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which no medical care, consultation, attention, advice or treatment (including taking prescribed medicines or drugs) was received for such condition and he or she was a Participant in the Plan, or ii) the end of a twelve (12) consecutive-months period during which he or she has been actively at work for the Company and a Participant in the Plan; this limitation shall be waived if the Employee becomes a participant on or before January 1, 1985.

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received such benefits, on the earliest date on which he or she was eligible, except that this provision shall not apply in the case of retirement benefits which might be payable prior to the normal retirement age of the Participant.

In the event that a person entitled to a Disability benefit hereunder receives income from an occupation or employment engaged in with the prior and continuing approval of the Plan Administrator, the Disability benefit shall be further reduced by 60% of remuneration derived from that occupation or employment.

#### 4.3 Acts of Third Parties

In the event that a Participant is injured through the acts or omissions of another person or organization, the Plan Administrator shall provide the benefits of the Plan only on condition that the Participant shall agree in writing:

- A) To reimburse the Plan for the full amount of payments made under the terms of this Plan, immediately upon receipt of and out of the proceeds of any settlement of, or judgment in, an action at law, arbitration, claim, or other proceeding to determine said Participant's rights of recovery arising out of said injury, net of Participant's reasonable expenses in collecting such amount, including reasonable attorney's fees, and net of any amounts which are allocated by terms of any judgment for the payment of unreimbursed medical expenses of the Participant; said Participant shall execute and deliver instruments and papers and do whatever else is necessary to secure the rights of the Plan to reimbursement out of such proceeds; said Participant shall do nothing to prejudice such rights;
- B) To provide the Plan Administrator with a lien on the proceeds described above, to the extent of the full amount of payments made under the terms of this Plan; said lien may be filed with the person or organization whose act or omission injured the Participant, with his or her (its) agents, or may be filed with the Court;
- C) To provide the Plan Administrator with a credit against payments to be made in the future under this Plan, said credit to be equal to the proceeds above described, less any amount paid to the Plan by the way of reimbursement.

#### 4.4 Commencement & Duration of Disability Benefits

[Effective 01/01/87][Effective 01/01/89][Effective 01/01/91] Disability benefits shall be payable as of the first day that a Participant becomes eligible to receive benefits, and shall be payable at least monthly so long as such eligibility continues.

[Effective 01/01/91] Eligibility for Disability benefits shall terminate upon the earliest occurrence of any of the following events, ~~or on the earliest of the following:~~

- A) the date that the Participant dies;
- B) the day on which the Disability no longer exists, as determined by the Plan Administrator;

- C) [Effective 01/01/91] for Participants under age 65, on the first day following [Effective 01/01/89] ~~twenty-four (24) months~~ [Effective 01/01/91] ~~eighteen (18) months~~ of Benefit eligibility if the Participant is not receiving Social Security Disability Benefits.

[Effective 01/01/91]

- D) for Participants age 65 and older, on the first day following twenty-four (24) months of Benefit eligibility unless the Plan Administrator determines that the Participant, but for his or her age, would be eligible to receive Social Security Disability Benefits.

[Effective 01/01/91]

- DE) a failure by the Participant to cooperate in a medical examination required by the Plan Administrator, within thirty (30) days following a written request therefor ~~for such an examination~~ by the Plan administrator;
- EE) a refusal by the Participant to provide information requested in writing by the Plan Administrator for the purpose of determining whether the Participant is entitled to benefits under the Plan; failure to provide such information within thirty (30) days following such request shall be considered to constitute a refusal;
- FG) [Effective 01/01/87] the date as determined with reference to the following Schedule:

Age at Disability

Duration of Benefits

61 and younger

Through the month during which age 65 is attained

62

3 years, 6 months

63

3 years

64

2 years, 6 months

65

2 years

66

1 year, 9 months

67

1 year, 6 months

68

1 year, 3 months

69 and older

1 year

- GH) the Participant is no longer under the regular and continuous care and treatment of a Physician, unless such regular and continuous care and treatment are not medically indicated given the nature of the Disability, or the Participant refuses to follow or rejects the treatment plan recommended by the attending Physician, unless such treatment plan is disputed in good faith and on the written advice of another Physician.

[Effective 01/01/91] A claimant whose benefits have terminated pursuant to subparagraph C above shall be eligible to have his or her benefits reinstated if within twenty-four (24) months of the date such benefits are terminated, the claimant is awarded Social Security Disability Benefits, and if, during such twenty-four (24) month period (or relevant portion thereof), the claimant has diligently pursued a claim or an appeal for Social Security Disability Benefits. Provided, however, that the Plan Administrator in its sole discretion, may waive this twenty-four month limit for good reason.



- C) [Effective 01/01/91] for Participants under age 65, on the first day following [Effective 01/01/89] ~~twenty-four (24) eighteen (18)~~ [Effective 01/01/91] ~~twenty-four (24)~~ months of Benefit eligibility if the Participant is not receiving Social Security Disability Benefits.

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61 and younger	Through the month during which age 65 is attained
62	3 years, 6 months
63	3 years
64	2 years, 6 months
65	2 years
66	1 year, 9 months
67	1 year, 6 months
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69 and older	1 year

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received such benefits, on the earliest date on which he or she was eligible, except that this provision shall not apply in the case of retirement benefits which might be payable prior to the normal retirement age of the Participant.

In the event that a person entitled to a Disability benefit hereunder receives income from an occupation or employment engaged in with the prior and continuing approval of the Plan Administrator, the Disability benefit shall be further reduced by 60% of remuneration derived from that occupation or employment.

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- B) To provide the Plan Administrator with a lien on the proceeds described above, to the extent of the full amount of payments made under the terms of this Plan; said lien may be filed with the person or organization whose act or omission injured the Participant, with his or her (its) agents, or may be filed with the Court;
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[Effective 01/01/91] Eligibility for Disability benefits shall terminate upon the earliest occurrence of any of the following events, ~~or on the earliest of the following:~~

- A) the date that the Participant dies;
- B) the day on which the Disability no longer exists, as determined by the Plan Administrator;

No benefit shall be due or payable under this restated Plan for any Disability incurred prior to January 1, 1985.

**ARTICLE 5**  
**PAYMENT OF BENEFITS**

**5.1 Application for Benefits**

To be entitled to any Disability benefits for which a Participant is otherwise eligible under the Plan, a Participant must be in compliance with such procedures and requirements as the Plan Administrator may have prescribed, with respect to the completion and filing of an application for such benefits, and submission of evidence that such Participant is entitled to such benefits. The Plan Administrator shall require information with respect to the Participant's age, address, marital status, dependents, employment record, medical history, and evidence that such Participant has applied for Social Security benefits, or other benefits as outlined in Section 4.2. The Plan Administrator may require any other information reasonably relevant to a determination of whether such Participant is eligible to receive Disability benefits, and may also require written authorization (i) to obtain information from all the physicians of a Participant applying for Disability benefits, with respect to such Participant's physical condition, diagnosis, prognosis, date of expected return to work and related matters; (ii) to request and receive relevant medical records on file in any hospital, physician's or government office; and (iii), to obtain such other records from any company having information reasonably relevant to a determination.

**5.2 Time Limit for Application for Benefits**

Application for benefits, in accordance with the procedures and requirements prescribed by the Plan Administrator, must be made within one hundred twenty (120) days following the date on which Disability begins. Failure to make application within this time limit shall not result in denial of benefits, in whole or in part, if it was not reasonably possible to do so, provided such application was made as soon as was reasonably possible.

**5.3 Medical Examinations**

The Plan Administrator may require that a Participant applying for Disability benefits submit to an examination by a physician designated by the Plan Administrator, for a medical opinion as to whether such Participant is disabled so as to meet the eligibility requirements under the Plan for Disability benefits, and whether the Disability has existed for the requisite elimination period. Reexaminations of a Participant receiving Disability benefits may be directed by the Plan Administrator from time to time for the purpose of assisting the Plan Administrator in determining whether continued eligibility for such benefits exists. The fees of such Physician and the expenses of such examination shall be paid by the Plan.

**5.4 Claim Determination**

**PLAN-0083**

The Plan Administrator shall, within ninety (90) days of receipt of a properly completed application for benefits, render a written decision with respect to the Disability benefits to which the Participant is entitled, if any. Written notice of such decision shall be given to the Participant. If the Plan Administrator determines that the Participant is entitled to Disability benefits, such written notice shall set forth the amount of the Disability benefits to which the Participant is entitled, and the method by which the amount of such benefits was computed. In the event the Plan Administrator determines that the Participant is not entitled to Disability



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**PLAN-0084**

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No benefit shall be due or payable under this restated Plan for any Disability incurred prior to January 1, 1985.



benefits, such written notice shall set forth the specific reasons for such determination, specify the provisions of the Plan upon which the denial is based, and describe any additional material or information reasonably necessary for the Participant to perfect the claim. Such notice shall also set forth the claim review procedure described in Section 5.5.

#### 5.5 Claim Review Procedure

A Participant whose claim has been denied, in whole or in part, may, within sixty (60) days after receipt of notice of such denial, make written request for review of the claim by the Plan Administrator. Documents pertinent to the claim shall be made available to the Participant or to the Participant's representative.

The Plan Administrator shall provide the Participant with a written decision, including specific reasons; this decision shall ordinarily be provided within sixty (60) days of receipt of the request for review. If special circumstances require an extension of the time for review, written notice of such extension shall be given to the Participant within such sixty (60) day period. In no event shall the decision be provided more than one hundred twenty (120) days after receipt of the request for review.

#### 5.6 Non-Alienation of Benefits

[Effective 05/01/88] Except as provided in Section 4.3, to the extent permitted by law, no benefit payable at any time under the Plan shall be assignable or transferable, or subject to any lien, in whole or in part, either directly or by operation of law, or otherwise, including, but not by way of limitation, execution, levy, garnishment, attachment, pledge, bankruptcy, or in any other manner, and no benefit payable under the Plan shall be liable for, or be subject to, any obligation or liability of any Participant. If any Participant entitled to a benefit under the Plan shall attempt to, or shall alienate, sell, transfer, assign, pledge or otherwise encumber such benefit, or any part thereof, or if by reason of his or her bankruptcy, or other event happening at any time, such benefit would devolve upon anyone else or would not be enjoyed by him or her, then the Plan Administrator, in its discretion, which shall be exercised uniformly by treating individuals in similar circumstances alike, may terminate the Participant's interest in any such benefit, and hold or apply it to or for his or her benefit, or the benefit of his or her spouse, children or other dependents, or any of them, in such manner as the Plan Administrator may deem proper and in accordance with law.

Regardless of the non-alienation provisions of the previous paragraphs, Participant shall have the power to authorize Plan to withhold from benefits payable to Participant and pay directly to Company any amounts the Company advances to Participant pending Participant's receipt of his or her first payment of Plan benefits. The authorization shall be in a form approved by the Plan Administrator.

#### 5.7 Payment to Representative

In the event that a guardian, conservator, committee or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and any such payment so made shall be in complete discharge of the liabilities of the Plan therefor, and the obligations of the Plan Administrator and the Company.

#### 5.8 Payment in the Event of Death

In the event that the final payment of Disability income is payable as the result of the death of a Participant, such payment shall be made in the following order of preference i) to his or her spouse, if any; or ii) if such Participant left no surviving spouse, to the authorized representative of the Participant's estate.

such written notice shall set forth the specific reasons for such determination, specify the provisions of the Plan upon which the denial is based, and describe any additional material or information reasonably necessary for the Participant to perfect the claim. Such notice shall also set forth the claim review procedure described in Section 5.5.

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**ARTICLE 6**

**THE TRUST FUND AND THE TRUSTEE**

**6.1 Trust Agreement**

The Company shall enter into a trust agreement with a Trustee. The Trustee shall hold, manage, and invest the Trust Fund in accordance with the provisions of such trust agreement.

**6.2 Purpose of the Trust Fund**

The Trust Fund shall be used to pay the benefits provided under the Plan, as well as to pay any and all fees and expenses of the Plan which are not paid directly by the Company.

ARTICLE 7  
PLAN FINANCING

7.1 Participant Contributions

Participants shall make monthly contributions in an amount determined by the Plan Administrator. All such contributions shall be deposited to the Trust Fund.

[Effective 07/01/87]

~~7.2 Company Contributions~~

~~The Company shall make monthly contributions, in an amount determined by the Plan Administrator, on behalf of Participants who are Employees of the Mohawk Division of the Company.~~

7.3~~2~~ Limitation of Liability

The payment of benefits under the Plan shall be made only from the Trust Fund held by the Trustee. Any contracts of insurance purchased by the Trustee shall be considered part of the Trust Fund. No liability for the payment of benefits under the Plan shall be imposed upon the Company or its officers, directors or shareholders.



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## ARTICLE 8

### ADMINISTRATION OF THE PLAN

#### 8.1 [Effective 08/02/89] Duties of Plan Administrator Responsibilities of the Committee

The Plan Administrator is responsible for the administration of this Plan in accordance with the provisions of the Plan. The Plan Administrator shall have such powers and perform such duties as are necessary for the proper operation of the Plan. This shall include, from time to time, designating representatives who shall carry out the delegated responsibilities on behalf of the Plan Administrator. Contemplated designees include, but are not limited to, a Claims Administrator. All such designees shall serve at the pleasure of the Plan Administrator and, if employees, shall serve without compensation. The Plan Administrator is the Committee and shall have the responsibility for the general administration of the Plan and the responsibility for carrying out the provisions hereof and shall be the "administrator" of the Plan within the meaning of ERISA. The Plan Administrator is charged with the responsibility for compliance with the ERISA reporting and disclosure requirements. The Plan Administrator shall have the exclusive rights to interpret the terms and provisions of the Plan and to determine any and all questions arising thereunder or in connection with the administration thereof, including, without limitation, the right to remedy possible ambiguities, inconsistencies, or omissions, and in doing so, it will endeavor to act in such a way, by general rule or particular decision, as not to discriminate in favor of any class of Employees or Participants. The Plan Administrator shall have such powers and perform such duties as are necessary for the proper operation of the Plan. This shall include, from time to time, designating representatives who shall carry out the delegated responsibilities on behalf of the Plan Administrator. Contemplated designees include, but are not limited to a Claims Administrator. All such designees shall serve at the pleasure of the Plan Administrator and, if employees, shall serve without compensation. All interpretations, determinations and decisions of the Plan Administrator in respect of any matter or question hereunder shall be final, conclusive and binding upon all persons, including, but not by way of limitation, all Participants, Employees, and any others having or claiming to have any interest in or under the Plan.

#### 8.2 Limitation of Liability

The Plan Administrator, and any employee or representative thereof, shall be entitled to rely upon any information from any source assumed in good faith to be correct. Neither the Plan Administrator, nor any of its employees or representatives, nor the Company, nor any officer or other representative of the Company, shall be liable, because of any act or failure to act, on the part of the Plan Administrator or any of its employees or representatives, to any person whomsoever, except that nothing herein shall be deemed to relieve any individual from liability for his or her own fraud, bad faith, or gross negligence.

**ARTICLE 9**

**DURATION AND AMENDMENT OF THE PLAN**

**9.1 Permanence of the Plan**

The Plan shall continue in full force and effect unless terminated, modified, altered, or amended by the Company, as provided in this Article. Although the Company has established the Plan with the bona fide intention and expectation that it will continue indefinitely, nevertheless, the Company is not, and shall not be, under any obligation or liability whatsoever to maintain the Plan for any given length of time. The Company, through action of its Board of Directors, may, in its sole and absolute discretion, terminate the Plan at any time, without any liability whatsoever for such termination. In the event that the Plan is terminated, the Trustee will, to the extent that funds are available in the Trust Fund, continue to pay all benefits then due and payable to Participants.

**9.2 Right to Amend**

The Company reserves the right, at any time and from time to time, to modify, alter, or amend, in whole or in part, any or all of the provisions of the Plan, provided, however, that no such modification, alteration, or amendment which increases the duties, obligations or liability of the Plan Administrator shall be made without the consent of the Plan Administrator.

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## ARTICLE 8

### ADMINISTRATION OF THE PLAN

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## ARTICLE 10

### GENERAL PROVISIONS

#### 10.1 No Limitation of Management Rights

Participation in the Plan shall not lessen or otherwise affect the responsibility of a Participant to perform fully his or her duties in a satisfactory and efficient manner, nor shall it affect the Company's right to discipline, discharge, or take any other action with respect to a Participant.

#### 10.2 Participant's Responsibilities

Each Participant shall be responsible for providing the Plan Administrator with his or her current address. Any notices required or permitted to be given hereunder shall be deemed given if directed to such address, and mailed by regular United States mail. Neither the Plan Administrator nor the Company shall have any obligation or duty to locate a Participant. In the event a Participant becomes entitled to a payment under the Plan, and such payment cannot then be made (i) because the current address referred to above is incorrect, (ii) because such Participant fails to respond to the notice sent to the current address referred to above, (iii) because of conflicting claims to such payment, or (iv) because of any other reason, the amount of such payment, if and when made, shall be that determined under the provisions of Article 4 hereof, without interest thereon.

#### 10.3 Missing Persons

If, within one year after any amount becomes payable hereunder to a Participant, the same shall not have been claimed, provided due and proper care shall have been exercised by the Plan Administrator in attempting to make such payment, the amount thereof shall be forfeited, and shall cease to be a liability of the Plan.

#### 10.4 Titles

Titles are for reference only. In the event of a conflict between a Title and the content of a Section, the content of the Section shall control.

#### 10.5 Governing Law

The Plan shall be governed by, and construed in accordance with, the Federal laws governing employee benefit plans.

#### 10.6 Gender and Number

The masculine pronoun shall include the feminine pronoun, and the singular number shall include the plural number, unless the context of the Plan indicates otherwise.

EFFECTIVE AS OF JANUARY 1, 1985

PLAN-0098

McKESSON CORPORATION

BY : \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PLAN-0099

McKESSON CORPORATION.

BY :

NAME:

TITLE:

DATE:

PLAN-0100

## ARTICLE 10

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EFFECTIVE AS OF JANUARY 1, 1985

PLAN-0101